

**Exhibit I-1**

**Assignment and Assumption Agreement for  
LB Diversified Arbitrage Fund (SPV) LLC**

### ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment"), made and entered into as of this 23<sup>rd</sup> day of June, 2017 (the "Effective Date"), by and between Irving H. Picard, in his capacity as the Trustee (the "Trustee") for the liquidation of the business of Bernard L. Madoff Investment Securities ("BLMIS") and the substantively consolidated Chapter 7 estate of Bernard L. Madoff ("Madoff") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and David Blumenfeld, in his capacity as Successor Executor of the Estate of Mark D. Madoff (the "Madoff Estate") (each of the Trustee and the Madoff Estate being referred to herein individually as a "Party" and, collectively, the "Parties").

#### WITNESSETH:

**WHEREAS**, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the "Stipulation");

**WHEREAS**, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

**WHEREAS**, the Madoff Estate maintains a certain ownership interest in LB Diversified Arbitrage Fund (SPV) LLC (the "Entity Interest"); and

**WHEREAS**, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

**NOW, THEREFORE**, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 4(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.

2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate's right, title, ownership, management, and economic interests in and to the Entity Interest.

3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

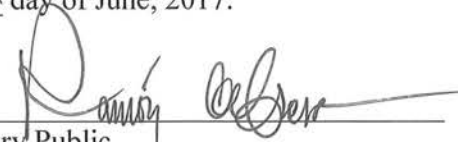
IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

**TRUSTEE**

IRVING H. PICARD, IN HIS CAPACITY AS  
THE TRUSTEE FOR THE LIQUIDATION OF  
THE BUSINESS OF BERNARD L. MADOFF  
INVESTMENT SECURITIES AND THE  
SUBSTANTIVELY CONSOLIDATED  
CHAPTER 7 ESTATE OF BERNARD L.  
MADOFF

By:   
Irving H. Picard

Sworn and subscribed before me this  
23<sup>rd</sup> day of June, 2017.

  
Notary Public

**RAMON CABRERA**  
Notary Public, State of New York  
No. 01CA6155386, Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires 11/13/2018

DAVID BLUMENFELD


Successor Executor of the Estate of Mark D.  
Madoff

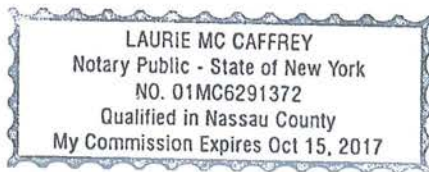
By: 

Name: David Blumenfeld

Title: Successor Executor of the Estate of Mark  
D. Madoff

Sworn and subscribed before me this  
2nd day of June, 2017.

  
Notary Public



**Exhibit I-2**

**Assignment and Assumption Agreement for  
NB Thomas H. Lee Equity Fund VI LLC**

### ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment"), made and entered into as of this 23<sup>rd</sup> day of June, 2017 (the "Effective Date"), by and between Irving H. Picard, in his capacity as the Trustee (the "Trustee") for the liquidation of the business of Bernard L. Madoff Investment Securities ("BLMIS") and the substantively consolidated Chapter 7 estate of Bernard L. Madoff ("Madoff") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and David Blumenfeld, in his capacity as Successor Executor of the Estate of Mark D. Madoff (the "Madoff Estate") (each of the Trustee and the Madoff Estate being referred to herein individually as a "Party" and, collectively, the "Parties").

#### WITNESSETH:

**WHEREAS**, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the "Stipulation");

**WHEREAS**, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

**WHEREAS**, the Madoff Estate maintains a certain ownership interest in NB Thomas H. Lee Equity Fund VI LLC (the "Entity Interest"); and

**WHEREAS**, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

**NOW, THEREFORE**, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 4(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.

2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate's right, title, ownership, management, and economic interests in and to the Entity Interest.

3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

**TRUSTEE**

IRVING H. PICARD, IN HIS CAPACITY AS  
THE TRUSTEE FOR THE LIQUIDATION OF  
THE BUSINESS OF BERNARD L. MADOFF  
INVESTMENT SECURITIES AND THE  
SUBSTANTIVELY CONSOLIDATED  
CHAPTER 7 ESTATE OF BERNARD L.  
MADOFF

By: Irving H. Picard  
Irving H. Picard

Sworn and subscribed before me this  
23<sup>rd</sup> day of June, 2017.

Ramon Cabrera  
Notary Public

**RAMON CABRERA**  
Notary Public, State of New York  
No. 01CA6155386, Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires 11/13/2018

DAVID BLUMENFELD

Successor Executor of the Estate of Mark D.  
Madoff

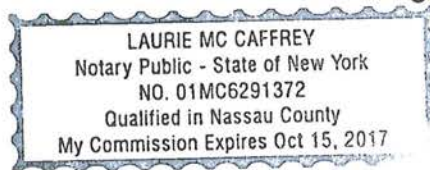
By: 

Name: David Blumenfeld

Title: Successor Executor of the Estate of Mark  
D. Madoff

Sworn and subscribed before me this  
22nd day of June, 2017.

  
Notary Public



**Exhibit I-3**

**Assignment and Assumption Agreement for  
NB Crossroads Fund XVII – Asset Allocation LP**

### ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “Assignment”), made and entered into as of this 23<sup>rd</sup> day of June, 2017 (the “Effective Date”), by and between Irving H. Picard, in his capacity as the Trustee (the “Trustee”) for the liquidation of the business of Bernard L. Madoff Investment Securities (“BLMIS”) and the substantively consolidated Chapter 7 estate of Bernard L. Madoff (“Madoff”) under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and David Blumenfeld, in his capacity as Successor Executor of the Estate of Mark D. Madoff (the “Madoff Estate”) (each of the Trustee and the Madoff Estate being referred to herein individually as a “Party” and, collectively, the “Parties”).

#### WITNESSETH:

**WHEREAS**, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the “Stipulation”);

**WHEREAS**, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

**WHEREAS**, the Madoff Estate maintains a certain ownership interest in NB Crossroads Fund XVII – Asset Allocation LP (the “Entity Interest”); and

**WHEREAS**, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

**NOW, THEREFORE**, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 4(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.

2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate’s right, title, ownership, management, and economic interests in and to the Entity Interest.

3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

**TRUSTEE**

IRVING H. PICARD, IN HIS CAPACITY AS  
THE TRUSTEE FOR THE LIQUIDATION OF  
THE BUSINESS OF BERNARD L. MADOFF  
INVESTMENT SECURITIES AND THE  
SUBSTANTIVELY CONSOLIDATED  
CHAPTER 7 ESTATE OF BERNARD L.  
MADOFF

By:   
Irving H. Picard

Sworn and subscribed before me this  
23<sup>rd</sup> day of June, 2017.

  
Notary Public

RAMON CABRERA  
Notary Public, State of New York  
No. 01CA6155386, Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires 11/13/2018

**DAVID BLUMENFELD**

**Successor Executor of the Estate of Mark D.  
Madoff**

By: 

Name: David Blumenfeld

Title: Successor Executor of the Estate of Mark  
D. Madoff

Sworn and subscribed before me this  
22nd day of June, 2017.

  
Notary Public



**Exhibit I-4**

**Assignment and Assumption Agreement for  
Madoff Energy Holdings LLC**



### ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment"), made and entered into as of this 24 day of June, 2017 (the "Effective Date"), by and between Irving H. Picard, in his capacity as the Trustee (the "Trustee") for the liquidation of the business of Bernard L. Madoff Investment Securities ("BLMIS") and the substantively consolidated Chapter 7 estate of Bernard L. Madoff ("Madoff") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and David Blumenfeld, in his capacity as Successor Executor of the Estate of Mark D. Madoff (the "Madoff Estate") (each of the Trustee and the Madoff Estate being referred to herein individually as a "Party" and, collectively, the "Parties").

#### WITNESSETH:

**WHEREAS**, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the "Stipulation");

**WHEREAS**, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

**WHEREAS**, the Madoff Estate maintains a certain ownership interest in Madoff Energy Holdings LLC (the "Entity Interest"); and

**WHEREAS**, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

**NOW, THEREFORE**, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 4(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.

2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate's right, title, ownership, management, and economic interests in and to the Entity Interest.

3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

**TRUSTEE**

IRVING H. PICARD, IN HIS CAPACITY AS  
THE TRUSTEE FOR THE LIQUIDATION OF  
THE BUSINESS OF BERNARD L. MADOFF  
INVESTMENT SECURITIES AND THE  
SUBSTANTIVELY CONSOLIDATED  
CHAPTER 7 ESTATE OF BERNARD L.  
MADOFF

By:   
Irving H. Picard

Sworn and subscribed before me this  
23<sup>rd</sup> day of June, 2017.

  
Notary Public

RAMON CABRERA  
Notary Public, State of New York  
No. 01CA6155386, Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires 11/13/2018

**DAVID BLUMENFELD**

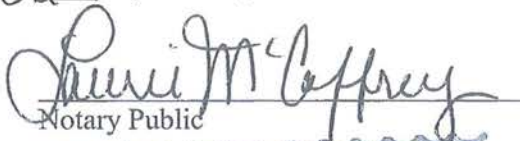
**Successor Executor of the Estate of Mark D.  
Madoff**

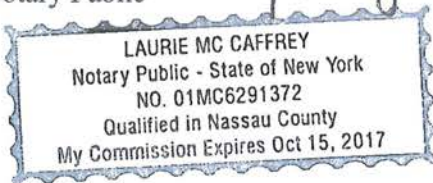
By: 

Name: David Blumenfeld

Title: Successor Executor of the Estate of Mark  
D. Madoff

Sworn and subscribed before me this  
2nd day of June, 2017.

  
Notary Public



**Exhibit I-5**

**Assignment and Assumption Agreement for  
Madoff Family LLC**

### ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment"), made and entered into as of this 23<sup>rd</sup> day of June, 2017 (the "Effective Date"), by and between Irving H. Picard, in his capacity as the Trustee (the "Trustee") for the liquidation of the business of Bernard L. Madoff Investment Securities ("BLMIS") and the substantively consolidated Chapter 7 estate of Bernard L. Madoff ("Madoff") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and David Blumenfeld, in his capacity as Successor Executor of the Estate of Mark D. Madoff (the "Madoff Estate") (each of the Trustee and the Madoff Estate being referred to herein individually as a "Party" and, collectively, the "Parties").

#### WITNESSETH:

**WHEREAS**, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the "Stipulation");

**WHEREAS**, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

**WHEREAS**, the Madoff Estate maintains a certain ownership interest in Madoff Family LLC (the "Entity Interest"); and

**WHEREAS**, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

**NOW, THEREFORE**, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 4(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.
2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate's right, title, ownership, management, and economic interests in and to the Entity Interest.
3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.
4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]


IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

**TRUSTEE**

IRVING H. PICARD, IN HIS CAPACITY AS  
THE TRUSTEE FOR THE LIQUIDATION OF  
THE BUSINESS OF BERNARD L. MADOFF  
INVESTMENT SECURITIES AND THE  
SUBSTANTIVELY CONSOLIDATED  
CHAPTER 7 ESTATE OF BERNARD L.  
MADOFF

By:   
Irving H. Picard

Sworn and subscribed before me this  
23rd day of June, 2017.

  
Notary Public

RAMON CABRERA  
Notary Public, State of New York  
No. 01CA6155386, Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires 11/13/2018



**DAVID BLUMENFELD**

**Successor Executor of the Estate of Mark D.  
Madoff**

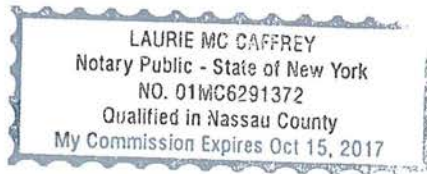
By: 

Name: David Blumenfeld

Title: Successor Executor of the Estate of Mark  
D. Madoff

Sworn and subscribed before me this  
22nd day of June, 2017.

  
Notary Public



**Exhibit I-6**

**Assignment and Assumption Agreement for  
Madoff Brokerage and Trading Technology LLC**

### ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment"), made and entered into as of this 22<sup>nd</sup> day of June, 2017 (the "Effective Date"), by and between Irving H. Picard, in his capacity as the Trustee (the "Trustee") for the liquidation of the business of Bernard L. Madoff Investment Securities ("BLMIS") and the substantively consolidated Chapter 7 estate of Bernard L. Madoff ("Madoff") under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and David Blumenfeld, in his capacity as Successor Executor of the Estate of Mark D. Madoff (the "Madoff Estate") (each of the Trustee and the Madoff Estate being referred to herein individually as a "Party" and, collectively, the "Parties").

#### WITNESSETH:

**WHEREAS**, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the "Stipulation");

**WHEREAS**, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

**WHEREAS**, the Madoff Estate maintains a certain ownership interest in Madoff Brokerage and Trading Technology LLC (the "Entity Interest"); and

**WHEREAS**, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

**NOW, THEREFORE**, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 4(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.

2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate's right, title, ownership, management, and economic interests in and to the Entity Interest.

3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States

Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

**TRUSTEE**

IRVING H. PICARD, IN HIS CAPACITY AS  
THE TRUSTEE FOR THE LIQUIDATION OF  
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CHAPTER 7 ESTATE OF BERNARD L.  
MADOFF

By: Irving H. Picard  
Irving H. Picard

Sworn and subscribed before me this  
23<sup>rd</sup> day of June, 2017.

Ramon Cabrera  
Notary Public

RAMON CABRERA  
Notary Public, State of New York  
No. 01CA6155386, Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires 11/13/2018

**DAVID BLUMENFELD**

Successor Executor of the Estate of Mark D.  
Madoff

By: 

Name: David Blumenfeld

Title: Successor Executor of the Estate of Mark  
D. Madoff

Sworn and subscribed before me this

*2nd* day of June, 2017.

  
Notary Public



**Exhibit I-7**

**Assignment and Assumption Agreement for  
4th & Forty LLC (f/k/a JK Capital, LLC)**

### ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “Assignment”), made and entered into as of this 23<sup>rd</sup> day of June, 2017 (the “Effective Date”), by and between Irving H. Picard, in his capacity as the Trustee (the “Trustee”) for the liquidation of the business of Bernard L. Madoff Investment Securities (“BLMIS”) and the substantively consolidated Chapter 7 estate of Bernard L. Madoff (“Madoff”) under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa *et seq.*, and David Blumenfeld, in his capacity as Successor Executor of the Estate of Mark D. Madoff (the “Madoff Estate”) (each of the Trustee and the Madoff Estate being referred to herein individually as a “Party” and, collectively, the “Parties”).

#### WITNESSETH:

**WHEREAS**, the Trustee and the Madoff Estate are parties to that certain Stipulation and Order of Settlement, dated as of June 16, 2017, by and among the Trustee, the Madoff Estate and the other parties named therein (the “Stipulation”);

**WHEREAS**, pursuant to the Stipulation, the Madoff Estate is required to transfer business entity interests currently held by the Madoff Estate to the Trustee;

**WHEREAS**, the Madoff Estate maintains a certain ownership interest in 4th & Forty LLC (f/k/a JK Capital, LLC) (the “Entity Interest”); and

**WHEREAS**, the Parties desire that the Madoff Estate assign the Entity Interest to the Trustee.

**NOW, THEREFORE**, in consideration of the above statements and the promises and provisions set forth in this Assignment, the Parties agree as follows:

1. Title Assignment. Subject to the rescission rights set forth Section 4(d) of the Stipulation, as of the Effective Date, the Madoff Estate assigns to the Trustee all of its right, title, ownership, management, and economic interests in and to the Entity Interest, which represents 100% of all rights, title, ownership, management, and economic interests in the Entity Interest held by the Madoff Estate.

2. Acceptance by the Trustee. The Trustee hereby accepts this Assignment of all the Madoff Estate’s right, title, ownership, management, and economic interests in and to the Entity Interest.

3. Successors and Assigns. This Assignment shall bind and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law and Dispute Resolution. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Any disputes between the parties arising under or related to this Assignment shall be asserted in the United States



Bankruptcy Court for the Southern District of New York or the United States District Court for the Southern District of New York.

5. Entire Agreement. This Assignment, together with the Stipulation, represents the full understanding of the parties and supersedes any other prior or contemporaneous understandings or agreements with respect to the subject matter hereof and thereof, whether written, oral or otherwise.

6. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have each caused a duly authorized representative to execute and deliver this Assignment as of the Effective Date.

**TRUSTEE**

IRVING H. PICARD, IN HIS CAPACITY AS  
THE TRUSTEE FOR THE LIQUIDATION OF  
THE BUSINESS OF BERNARD L. MADOFF  
INVESTMENT SECURITIES AND THE  
SUBSTANTIVELY CONSOLIDATED  
CHAPTER 7 ESTATE OF BERNARD L.  
MADOFF

By: Irving H. Picard  
Irving H. Picard

Sworn and subscribed before me this  
23<sup>rd</sup> day of June, 2017.

Ramon Cabrera  
Notary Public

RAMON CABRERA  
Notary Public, State of New York  
No. 01CA6155386, Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires 11/13/2018

DAVID BLUMENFELD

Successor Executor of the Estate of Mark D.  
Madoff

By: 

Name: David Blumenfeld

Title: Successor Executor of the Estate of Mark  
D. Madoff

Sworn and subscribed before me this  
22nd day of June, 2017.

  
Notary Public

